

FILED

By the Office of the Registrar of Motor Dealers

on July 22, 2025



Investigation File No.: C-24-07-366

Hearing File No.: [H-25-07-003](#)

UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1996, c 316 and the
BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, SBC 2004, c 2**

BETWEEN:

Parker's Chrysler Dodge Jeep Ltd.
(DL# 5523)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. The Respondent is a Motor Dealer as defined in the *Motor Dealer Act* (the "**MDA**"), incorporated in accordance with the laws of British Columbia operating under the name, Parker's Chrysler Dodge Jeep Ltd., and registered with the Vehicle Sales Authority of B.C. ("**VSA**") under Motor Dealer License No. 5523.
2. The Registrar of Motor Dealers is the Registrar as defined in the MDA, (the "**Registrar**"), and is responsible for the administration and enforcement of the MDA, its regulations, and the prescribed provisions of the *Business Practices and Consumer Protection Act* (the "**BPCPA**").
3. The Respondent is the subject of an investigation launched by the VSA after a consumer filed a complaint following a sales event held by the Respondent in February 2024 (the "**First Investigation**"). The First Investigation was conducted by VSA Investigation Office Daryl Dunn ("**IO Dunn**") and was assigned VSA File No. C-24-04-338.
4. The Respondent was then the subject of a subsequent investigation launched by the VSA where **IO Dunn** discovered various illicit transactions. The investigation findings are outlined in VSA File No. C-24-07-366 and the investigation report of IO Dunn dated January 27, 2025 (the "**Second Investigation**").
5. During the First Investigation, IO Dunn discovered the Respondent had, among other things, given the consumer cashback and listed it on the vehicle Purchase Agreement as Hazard Protection. This deceptive transaction propelled IO Dunn to conduct the Second Investigation to determine whether further deceptive transactions arose out of the Respondent's sales event.

AND WHEREAS:

On August 20, 2024, IO Dunn met with the Respondent and reviewed 12 other transactions completed at the sales event. Of the 12 transactions examined, only 3 were found to be compliant.

The other 9 transactions contained evidence of misconduct, most of which involved the sale of new and used vehicles with cashback deals which were not documented in the purchase agreements, were blended into the loans, or inflated and adjusted the actual vehicle price from the listing price. In most of these transactions, the Respondent failed to disclose the cashback to the lenders of the loans.

6. On August 23, 2024, IO Dunn attended the Respondent dealership and discussed the 12 examined files. The Respondent's representatives admitted that they had not properly reviewed these transactions.

7. The Registrar asserts that the Respondent has contravened the following legislation:

a. The following sections from the *Motor Dealer Act Regulation* ("**MDAR**"):

- Section 21(1)(h) for failing to include the actual price of the motor vehicle on numerous purchase agreements respecting the motor dealer's sale of new vehicles.
- Section 21(1)(l) for failing to include an itemized list of the cost of any other charges, in this case for cashback, for which the purchaser is responsible if they are to be added to the contract price, on numerous purchase agreements respecting the motor dealer's sale of a new motor vehicle;
- Section 21(2) for failing to include the particulars required for a new motor vehicle such as those described in section 21(1)(h) of the MDAR and failing to include the actual price of the motor vehicle on numerous purchase agreements respecting the motor dealer's sale of used motor vehicle;
- Section 21(2) for failing to include the particulars required for a new motor vehicle, such as those described in section 21(1)(l) of the MDAR and failing to include an itemized list of the cost of any other charges, in this case for cashback, for which the purchaser is responsible if they are to be added to the contract price, on numerous used vehicle purchase agreements respecting the motor dealer's sale of a used motor vehicle;
- Section 33(2)(e), for, in the course of business, making false or misleading representations by inflating the vehicle prices of various motor vehicles to include cashback, with respect to any amount charged in respect of a consumer transaction.

b. Section 5(1) of the BPCPA for committing or engaging in a deceptive act or practice as described in Section 4(1)(b), as any conduct by supplier that has the capability, tendency, or effect of deceiving or misleading a consumer in relation to a consumer transaction.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Registrar:

1. To comply with the MDA, MDAR, BPCPA, and the sections thereunder.

2. To pay an Administrative Penalty in the amount of **\$50,000.00** in relation to the subject matter of this Undertaking as per the Notice of Administrative Penalty which will be provided to the Respondent upon receipt of the fully executed and filed Undertaking;
3. To reimburse the Registrar a total of **\$2088.62** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the Registrar signing this Undertaking;
4. That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
5. That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the BPCPA, it is an offense under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated;
6. That the Registrar may, upon breach of any part of this Undertaking by the Respondent, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary; and
7. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

And in the case of the Respondent Motor Dealer, to the following address:

unless another address for delivery is given to the other party, in writing, by either the Registrar or the Motor Dealer.

ACCEPTED by the Registrar of Motor Dealers this
21 day of JULY 2025.

Name of Authorized Signatory

